

## CONTINUING SUPPLY CONTRACT

THIS AGREEMENT dated this 5th day of February, 2002, by and between LEON COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and CLARKE MOSQUITO CONTROL, hereinafter referred to as the "Contractor";

WHEREAS, the County has determined that it would be in the best interest of the citizens of Leon County, Florida, that the County be able to utilize the services of private persons when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County; and

WHEREAS, the County, duly assembled in its regularly scheduled session on the 5th day of February, A.D., 2002, received Bid Number BC-12-20-01-12 from Contractor and awarded to Contractor the bid on the item(s) enumerated below.

NOW THEREFORE THE PARTIES HERETO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

1. SERVICES TO BE PROVIDED

The County agrees to purchase from the Contractor, and the Contractor agrees to sell to the County, certain enumerated items as contained in Bid Number BC-12-20-01-12 submitted by Contractor and awarded by the County on the 5th day of February, A.D., 2001, at the prices shown on said bid. The items purchased and services provided shall be limited to those areas listed on Attachment A. Bid No. BC-12-20-01-12 shall be incorporated by reference in this Agreement as if fully set out herein.

2. WORK

Contractor understands that no amount of work is guaranteed to it nor is the County under an obligation to utilize the services of the Contractor in those instances where the work to be performed can be done by County personnel or under separate contract. Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

The performance of Leon County of any of its obligations under the purchase order or agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the purchase order or agreement for the current and any future periods provided for within the bid specifications.

3. TIME

This contract shall be for a period of one (1) year, commencing on the 28th day of February, A.D., 2002, and shall continue until the 27th day of February, A.D., 2003. After the initial one (1) year period, at the discretion of the County, the contract may be extended for two additional one year renewal options. Contractor must notify the County in writing of its desire to extend or not to extend this contract for the optional one (1) year not later than thirty (30) days prior to the expiration of this contract.

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BC-12-20-01-124. TERMINATION

Leon County may terminate this Contract without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Contract for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Contract by mailing a notice of termination to the seller.

5. INDEMNITY

If, during the life of this contract, or during the thirty (30) day period following a notice of termination to or by the Contractor, the Contractor becomes unable to perform its obligations pursuant to this contract, and as a result thereof, the County must go outside this contract to purchase the goods to be supplied by the Contractor, at a greater cost than bid by the Contractor, then the Contractor shall indemnify the County for such cost increase for items purchased by the County outside this contract for the duration of the initial three hundred sixty-five (365) day period, or for the thirty (30) day termination period. At the end of such period, this contract shall be null and void.

6. ASSIGNMENT

This Contract shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

7. EFFECTIVE DATE

This contract, or any modification thereof, shall not be binding upon the parties until approved and signed by each party's appropriate officers.

8. STATUS

The Contractor at all times relevant to this contract shall be an independent contractor and in no event shall the Contractor nor any employees or subcontractors under it be considered to be employees of Leon County.

9. INSURANCE

- A. Contractor shall purchase and maintain such insurance as will protect it from claims under workmen's compensation laws, disability benefit laws or other similar employee benefit plans; from claims or damages because of bodily injury, occupational sickness or disease or death of its employees and claims insured by usual personal injury liability coverage in the following amounts: \$100,000 per person; \$300,000 per accident; and \$100,000 property damage.
- B. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the County. Leon County must be named as an additional named insured with respect to any policy or coverage in connection with this contract.
- C. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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- D. Cancellation clauses for each policy should read as follows: *Should Any Of The Above Described Policies Be Canceled Before The Expiration Date Thereof, The Issuing Company Will Mail Thirty (30) Days Written Notice To The Certificate Holder Named Herein.*

10. LICENSES

The Contractor shall be responsible for obtaining and maintaining his city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida, including but not limited to building contractor's licenses, electrical licenses and plumbing licenses. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, this contract shall become void and of no further effect as of the date such license is lost.

11. PRIOR AGREEMENTS

This contract supersedes and cancels all agreements between the parties in respect of the purchase by the County and sale by Contractor of products or items covered hereby for delivery at the points of delivery herein stated in the bid document BC-12-20-01-12, and without prejudice to the accrued rights of either party under said superseded agreements.

12. NOTICE

Any notice to be given hereunder shall be in writing and shall be deemed to have been duly given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at the address of such party herein specified or when delivered personally to such party at such address.

13. HOLD HARMLESS

The Contractor agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

15. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this agreement by Leon County.

16. REVISIONS

In any case where, in fulfilling the requirements of this contract or of any guarantee, embraced in or required thereby, it is necessary for the Contractor to deviate from the requirements of the bid, Contractor shall obtain the prior written consent of the County.

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WHERETO, the parties have set their hands and seals effective the date whereon the last party executives this Agreement.

CONTRACTOR

WITNESS: Brian Danihan BY: [Signature]  
President CFO

WITNESS: Bridget McFarland DATE: 2/20/02

(CORPORATE SEAL)

STATE OF Illinois  
COUNTY OF DuPage

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of February, 2002

By Joseph A. Drago, CFO of Clarke Mosquito Control Products Inc.  
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a Illinois corporation, on behalf of the corporation.  
(State or place of incorporation)

He/she is personally known to me or has produced \_\_\_\_\_ as  
(type of identification)



[Signature]  
Signature of Notary  
Karen J. Larson  
Print, Type or Stamp Name of Notary  
Regulatory Affairs Manager  
Title or Rank

Serial Number, If Any

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LEON COUNTY, FLORIDA



BY: [Signature]  
Dan Winchester, Chairman  
Board of County Commissioners  
DATE: 3/6/02

ATTEST:  
BOB INZER, CLERK OF THE COURT  
LEON COUNTY, FLORIDA

By: [Signature]

APPROVED AS TO FORM  
LEON COUNTY ATTORNEY'S OFFICE

By: [Signature]  
Herbert W.A. Thiele, Esq.  
County Attorney